

E X H I B I T S

001 Thr 044

E1672 - A4

COC-CV-46-A REV. 12/99

HABERE FACIAS

Rev. Code Sec. 2327.02

05CV4555

The State of Ohio, Franklin County, ss.

To the Sheriff of Said County:

WHEREAS, at the 06-4 Term, A.D. 2012 of the Court of Common
Pleas of the County and State aforesaid, GMAC MORTGAGE CORPORATION

recovered against YVONNE D LEWIS AKA YVONNE D WEBB-LEWIS

1875 ALVASON AVE

COLUMBUS, OH 43219

the right to the possession of the real property as set forth in said order and decree, and which is described as
follows:

BEING LOT NUMBER SEVENTEEN OF ARGYLE PARK SUBDIVISION, IN PLAT BOOK 36,
PAGE 6 RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

PARCEL NO. 010-136633-00

ADDRESS: 1875 ALVASON AVE., COLS. OH 43219

PACEL NO. 010-136633-00.

E1672 - A5

YOU ARE THEREFORE COMMANDED, to deliver the possession of the real property aforesaid to the plaintiff GMAC MORTGAGE CORPORATION

and that the goods and chattels, and for want thereof, then of the lands and tenements of the Defendant YVONNE D LEWIS AKA YVONNE D WEBB-LEWIS

you cause to be made the sum of \$ _____ damages for withholding the possession, and \$ 40.00 the cost herein _____

and that you make due return of this writ within sixty days, with your proceedings under the same duly endorsed thereon.

WITNESS my hand and the seal of said Court at

Columbus, Ohio, this 16TH day of JULY 2012

MARYELLEN O'SHAUGHNESSY Clerk

By ALBERTA MCDOWELL Deputy

FILED
COMMON PLEAS COURT
FRANKLIN CO. OHIO
2012 SEP 10 AM 9:05
CLERK OF COURT'S

The State of Ohio, Franklin County, ss. SHERIFF'S RETURN

Received this writ July 18 A.D. 2012, at 11:33 o'clock A M. and pursuant to its command On 7-20-12 notice was posted at

address listed within to vacate by 8-10-12.

On 8-15-12 Geo - Evic notice posted, on

8-24-12 Evic. Complete. Prop. restored to

Plaintiff. Writ returned on

8-4-12 Writ returned per Plaintiff's Atty, Zach Scott

Sheriff of Franklin County, OH

Deputy

By [Signature]

ANDREW C CLARK 83519 Atty

PO BOX 83519 COLUMBUS, OH 43219

5028 (614) 232-6618 JUDGE #

8-24-12 EVICTION COMPLETE

8-27-12 if 10-5-12 notice posted

7-20-12 POSTED TO VACATE BY 8-10-12

8-15-12 OCCUPIED, NEEDS SET-OUT

HABERE FACIAS

YVONNE D LEWIS ET AL

1875 ALVASON AVE

COLUMBUS, OH 43219

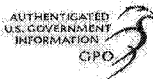
et al Defendants

Issued 07-17 20 12

2

002

✓



SUBCHAPTER C—AIR PROGRAMS (CONTINUED)

PART 87—CONTROL OF AIR POLLUTION FROM AIRCRAFT AND AIRCRAFT ENGINES

Subpart A—General Provisions

- Sec.
- 87.1 Definitions.
- 87.2 Acronyms and abbreviations.
- 87.3 General requirements.
- 87.4 [Reserved]
- 87.5 Special test procedures.
- 87.6 Aircraft safety.
- 87.7 Exemptions.
- 87.8 Incorporation by reference.

Subpart B—Engine Fuel Venting Emissions (New and In-Use Aircraft Gas Turbine Engines)

- 87.10 Applicability.
- 87.11 Standard for fuel venting emissions.

Subpart C—Exhaust Emissions (New Aircraft Gas Turbine Engines)

- 87.20 Applicability.
- 87.21 Standards for exhaust emissions.
- 87.23 Exhaust emission standards for Tier 8 and Tier 8 engines.

Subpart D—Exhaust Emissions (In-Use Aircraft Gas Turbine Engines)

- 87.30 Applicability.
- 87.31 Standards for exhaust emissions.

Subpart E—Certification Provisions

- 87.40 General certification requirement.
- 87.42 Production report to EPA.
- 87.46 Recordkeeping.
- 87.48 Derivative engines for emissions certification purposes.

Subpart F—Exemptions and Exceptions

- 87.50 Exemptions and exceptions.

Subpart G—Test Procedures

- 87.60 Introduction.
- 87.61 Turbine fuel specifications.
- 87.62 Test procedure (propulsion engines).
- 87.63 [Reserved]
- 87.64 Sampling and analytical procedures for measuring gaseous exhaust emissions.
- 87.65–87.70 [Reserved]

- 87.71 Compliance with gaseous emission standards.

Subpart H—Test Procedures for Engine Smoke Emissions (Aircraft Gas Turbine Engines)

- 87.80 Introduction.
- 87.81 Fuel specifications.
- 87.82 Sampling and analytical procedures for measuring smoke exhaust emissions.
- 87.83–87.88 [Reserved]
- 87.89 Compliance with smoke emission standards.

AUTHORITY: 42 U.S.C. 7401–7671q.

EFFECTIVE DATE NOTE: At 77 FR 36379, June 18, 2012, the authority citation for part 87 was revised, effective July 18, 2012. For the convenience of the user, the revised text is set forth as follows:

AUTHORITY: 42 U.S.C. 7401 *et seq.*

SOURCE: 47 FR 58470, Dec. 30, 1982, unless otherwise noted.

Subpart A—General Provisions

§ 87.1 Definitions.

(a) As used in this part, all terms not defined herein shall have the meaning given them in the Act:

Act means the Clean Air Act, as amended (42 U.S.C. 7401 *et seq.*).

Administrator means the Administrator of the Environmental Protection Agency and any other officer or employee of the Environmental Protection Agency to whom authority involved may be delegated.

Aircraft means any airplane for which a U.S. standard airworthiness certificate or equivalent foreign airworthiness certificate is issued.

Aircraft engine means a propulsion engine which is installed in or which is manufactured for installation in an aircraft.

Aircraft gas turbine engine means a turboprop, turbofan, or turbojet aircraft engine.

Class TP means all aircraft turboprop engines.

Class TF means all turbofan or turbojet aircraft engines or aircraft engines designed for applications that otherwise would have been fulfilled by turbojet and turbofan engines except engines of class T3, T8, and TSS.

Pt. §87.1, Nt.

40 CFR Ch. I (7-1-12 Edition)

Class T3 means all aircraft gas turbine engines of the JT3D model family.

Class T8 means all aircraft gas turbine engines of the JT8D model family.

Class TSS means all aircraft gas turbine engines employed for propulsion of aircraft designed to operate at supersonic flight speeds.

Commercial aircraft engine means any aircraft engine used or intended for use by an "air carrier," (including those engaged in "intrastate air transportation") or a "commercial operator" (including those engaged in "intrastate air transportation") as these terms are defined in the Federal Aviation Act and the Federal Aviation Regulations.

Commercial aircraft gas turbine engine means a turboprop, turbofan, or turbojet commercial aircraft engine.

Emission measurement system means all of the equipment necessary to transport and measure the level of emissions. This includes the sample system and the instrumentation system.

Engine Model means all commercial aircraft turbine engines which are of the same general series, displacement, and design characteristics and are usually approved under the same type certificate.

Exhaust emissions means substances emitted to the atmosphere from the exhaust discharge nozzle of an aircraft or aircraft engine.

Fuel venting emissions means raw fuel, exclusive of hydrocarbons in the exhaust emissions, discharged from aircraft gas turbine engines during all normal ground and flight operations.

In-use aircraft gas turbine engine means an aircraft gas turbine engine which is in service.

New aircraft turbine engine means an aircraft gas turbine engine which has never been in service.

Power setting means the power or thrust output of an engine in terms of kilonewtons thrust for turbojet and turbofan engines and shaft power in terms of kilowatts for turboprop engines.

Rated output (rO) means the maximum power/thrust available for take-off at standard day conditions as approved for the engine by the Federal Aviation Administration, including reheat contribution where applicable, but

excluding any contribution due to water injection.

Rated pressure ratio (rPR) means the ratio between the combustor inlet pressure and the engine inlet pressure achieved by an engine operating at rated output.

Sample system means the system which provides for the transportation of the gaseous emission sample from the sample probe to the inlet of the instrumentation system.

Secretary means the Secretary of Transportation and any other officer or employee of the Department of Transportation to whom the authority involved may be delegated.

Shaft power means only the measured shaft power output of a turboprop engine.

Smoke means the matter in exhaust emissions which obscures the transmission of light.

Smoke number (SN) means the dimensionless term quantifying smoke emissions.

Standard day conditions means standard ambient conditions as described in the United States Standard Atmosphere, 1976, (i.e., Temperature =15 °C, specific humidity =0.00 kg/ H₂ O/kg dry air, and pressure =101325 Pa.)

Taxi/idle (in) means those aircraft operations involving taxi and idle between the time of landing roll-out and final shutdown of all propulsion engines.

Taxi/idle (out) means those aircraft operations involving taxi and idle between the time of initial starting of the propulsion engine(s) used for the taxi and turn on to duty runway.

[47 FR 58470, Dec. 30, 1982, as amended at 49 FR 31875, Aug. 9, 1984; 62 FR 25365, May 8, 1997]

EFFECTIVE DATE NOTE: At 77 FR 36379, June 18, 2012, §87.1 was revised, effective July 18, 2012. For the convenience of the user, the revised text is set forth as follows:

§87.1 Definitions.

The definitions in this section apply to this part. The definitions apply to all subparts. Any terms not defined in this section have the meaning given in the Clean Air Act. The definitions follow:

Act means the Clean Air Act, as amended (42 U.S.C. 7401 et seq.).

§ 87.6

the Secretary shall consult with the other.

EFFECTIVE DATE NOTE: At 77 FR 36381, June 18, 2012, § 87.5 was removed, effective July 18, 2012.

§ 87.6 Aircraft safety.

The provisions of this part will be revised if at any time the Secretary determines that an emission standard cannot be met within the specified time without creating a safety hazard.

EFFECTIVE DATE NOTE: At 77 FR 36381, June 18, 2012, § 87.6 was revised, effective July 18, 2012. For the convenience of the user, the revised text is set forth as follows:

§ 87.6 Aircraft safety.

The provisions of this part will be revised if at any time the DOT Secretary determines that an emission standard cannot be met within the specified time without creating a hazard to aircraft safety.

§ 87.7 Exemptions.

(a) *Exemptions based on flights for short durations at infrequent intervals.* The emission standards of this part do not apply to engines which power aircraft operated in the United States for short durations at infrequent intervals. Such operations are limited to:

(1) Flights of an aircraft for the purpose of export to a foreign country, including any flights essential to demonstrate the integrity of an aircraft prior to its flight to a point outside the United States.

(2) Flights to a base where repairs, alterations or maintenance are to be performed, or to a point of storage, and flights for the purpose of returning an aircraft to service.

(3) Official visits by representatives of foreign governments.

(4) Other flights the Secretary determines, after consultation with the Administrator, to be for short durations at infrequent intervals. A request for such a determination shall be made before the flight takes place.

(b) *Exemptions for very low production models.* The emissions standards of this part do not apply to engines of very low total production after the date of applicability. For the purpose of this part, "very low production" is limited to a maximum total production for United States civil aviation applica-

40 CFR Ch. I (7-1-12 Edition)

tions of no more than 200 units covered by the same type certificate after January 1, 1984.

(c) *Exemptions for New Engines in Other Categories.* The emissions standards of this part do not apply to engines for which the Secretary determines, with the concurrence of the Administrator, that application of any standard under § 87.21 is not justified, based upon consideration of:

(1) Adverse economic impact on the manufacturer.

(2) Adverse economic impact on the aircraft and airline industries at large.

(3) Equity in administering the standards among all economically competing parties.

(4) Public health and welfare effects.

(5) Other factors which the Secretary, after consultation with the Administrator, may deem relevant to the case in question.

(d) *Time Limited Exemptions for In Use Engines.* The emissions standards of this part do not apply to aircraft or aircraft engines for time periods which the Secretary determines, with the concurrence of the Administrator, that any applicable standard under § 87.11(a), § 87.31(a), or § 87.31(c), should not be applied based upon consideration of the following:

(1) Documentation demonstrating that all good faith efforts to achieve compliance with such standard have been made.

(2) Documentation demonstrating that the inability to comply with such standard is due to circumstances beyond the control of the owner or operator of the aircraft.

(3) A plan in which the owner or operator of the aircraft shows that he will achieve compliance in the shortest time which is feasible.

(4) Applications for a determination that any requirements of § 87.11(a), § 87.31(a) or § 87.31(c) do not apply shall be submitted in duplicate to the Secretary in accordance with procedures established by the Secretary.

(e) The Secretary shall publish in the FEDERAL REGISTER the name of the organization to whom exemptions are granted and the period of such exemptions.

(f) No state or political subdivision thereof may attempt to enforce a

Environmental Protection Agency

standard respecting emissions from an aircraft or engine if such aircraft or engine has been exempted from such standard under this part.

[47 FR 58470, Dec. 30, 1982, as amended at 49 FR 31875, Aug. 9, 1984; 49 FR 41002, Oct. 18, 1984; 70 FR 69686, Nov. 17, 2005]

EFFECTIVE DATE NOTE: At 77 FR 36381, June 18, 2012, § 87.7 was removed, effective July 18, 2012.

§ 87.8 Incorporation by reference.

We have incorporated by reference the documents listed in this section. The Director of the Federal Register approved the incorporation by reference as prescribed in 5 U.S.C. 552(a) and 1 CFR part 51. Anyone may inspect copies at the U.S. EPA, Air and Radiation Docket and Information Center, 1301 Constitution Ave., NW., Room B102, EPA West Building, Washington, DC 20460 or at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: <http://www.archives.gov/federal-register/code-of-federal-regulations/ibr-locations.html>.

(a) *ICAO material.* Table 1 of § 87.8 lists material from the International Civil Aviation Organization that we have incorporated by reference. The first column lists the number and name of the material. The second column lists the sections of this part where we reference it. Anyone may purchase copies of these materials from the International Civil Aviation Organization, Document Sales Unit, 999 University Street, Montreal, Quebec, Canada H3C 5H7. Table 1 follows:

TABLE 1 OF § 87.8—ICAO MATERIALS

Document number and name	Part 87 reference
International Civil Aviation Organization Annex 16, Environmental Protection, Volume II, Aircraft Engine Emissions, Second Edition, July 1993, including Amendment 3 of March 20, 1997 (as indicated in footnoted pages.)	87.8, 87.64, 87.71, 87.82, 87.89.

(b) [Reserved]

[70 FR 69686, Nov. 17, 2005]

EFFECTIVE DATE NOTE: At 77 FR 36381, June 18, 2012, § 87.8 was revised, effective July 18, 2012. For the convenience of the user, the revised text is set forth as follows:

LOT 11
1913 ARGYLE DRIVE
COLS., OH 43219

Dead for Ohio

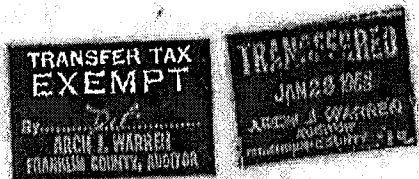
2870 402

443-012595-263

1195

KNOW ALL MEN BY THESE PRESENTS, THAT, Robert C. Weaver, Secretary of Housing and Urban Development, of Washington, D. C., acting by and through the Federal Housing Commissioner, (hereinafter referred to as "Grantor"), who acquired title by deed recorded in Dead Book Volume 2022, Page 308, Recorder's Office, Franklin County, Ohio, for and in consideration of ONE DOLLAR (\$1.00) to him paid by Robert Hamilton and Betty Hamilton (hereinafter referred to as "Grantee(s)"), whose tax mailing address will be 1713 Apple St., Columbus, Ohio, the receipt of which is hereby acknowledged, and other good and valuable considerations, does hereby grant, bargain, sell and convey to said Robert Hamilton and Betty Hamilton and to the heirs and assigns of said Grantee(s), forever the following REAL ESTATE, situated in the City of Columbus, County of Franklin and State of Ohio and bounded and described as follows, to wit:

Being Lot No. 11 of Argyle Park Subdivision, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 36, Page 6, Recorder's Office, Franklin County, Ohio.



JAN 23 1968

Received... JAN 23 1968... in Franklin County
Recorded... JAMES A. SCHAEFER, Recorder
Recorder's fee \$ 2.00

BEING the same property acquired by the grantor pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).

SUBJECT TO ALL covenants, restrictions, reservations, easements, conditions and rights appearing of record; and SUBJECT to any state of facts an accurate survey would show.

TO HAVE AND TO HOLD said premises, with the appurtenances thereto belonging, to the said Grantee(s), and to the heirs and assigns of said Grantee(s), forever, SUBJECT TO ALL covenants, restrictions, reservations, easements, conditions and rights appearing of record; and SUBJECT to any state of facts an accurate survey would show.

AND THE SAID GRANTOR, and his successors hereby covenants with the said Grantee(s), and the heirs and assigns of said Grantee(s), that said premises are free and clear from all encumbrances whatsoever, by, from, through or under said Grantor, EXCEPT restrictions, easements, rights, reservations, exceptions, limitations, agreements, covenants and conditions of record; and EXCEPT any state of facts which would be disclosed by an accurate survey of the premises herein conveyed.

209



VOL 2870 PAGE 403

419-012598-203

-2-

SAID GRANTOR, and his successors, hereby further covenants that said Grantor, and his successors will FOREVER WARRANT AND DEFEND the same with the appurtenances thereto belonging, unto said Grantee(s), and the heirs and assigns of said Grantee(s), against the lawful claims of all persons claiming by, from, through or under the said Grantor herein.

IN WITNESS WHEREOF the undersigned on January 2, 1968, has set his hand and seal as Field Office Assistant Director, FHA Field Office, Columbus, Ohio, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D.

Signed, acknowledged and delivered in the presence of:

Robert C. Weaver
Secretary of Housing and Urban Development

By: Federal Housing Commissioner

By: Edwin E. Davis (SEAL)
Edwin E. Davis
Field Office Assistant Director
FHA Field Office, Columbus, Ohio

STATE OF OHIO
COUNTY OF Franklin

Before me, the undersigned, a notary public in and for the said State and County, personally appeared the above named Edwin E. Davis who is personally well known to me and known to me to be the duly appointed Field Office Assistant Director, FHA Field Office, Columbus, Ohio, and the person who executed the foregoing instrument bearing date of January 2, 1968, by virtue of the authority vested in him by the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, and acknowledged the signing thereof, and that such signing was freely and voluntarily performed, as his free act and deed as Field Office Assistant Director for and on behalf of Robert C. Weaver, Secretary of Housing and Urban Development, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto signed my name and affixed my official seal this 2nd day of January 1968.

Robert E. Davis
Notary Public

"The form of this instrument was prepared by the Office of the General Counsel of the Federal Housing Administration, and the material in the blank space in the form was inserted by or under the direction of EDWIN E. DAVIS, Chief, Home Mortgage Section, Office of the General Counsel, Federal Housing Administration, Washington, D. C. 20411."

008

WHEN RECORDED MAIL TO: THE LOMAS & NETTLETON COMPANY ATTENTION: TONI WINTERLY 1600 VICKROY DRIVE DALLAS, TEXAS 75235 THIS INSTRUMENT WAS PREPARED BY: Jeanna V. Bryant THE LOMAS & NETTLETON COMPANY 1600 VICKROY DRIVE DALLAS, TX 75235	RECORDED'S STAMP 013520
---	------------------------------------

STATE OF OHIO }
COUNTY OF FRANKLIN }
MAIL ROOM
Post Number: 2346
Phone: 01-34-25957

KNOW ALL MEN BY THESE PRESENTS, THAT THE LOMAS & NETTLETON COMPANY, the Assignor named for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by FLEET MORTGAGE CORP., A RHODE ISLAND CORPORATION, at or before executing and delivery of these presents do grant, bargain, sell, assign, transfer, and set over unto the said FLEET MORTGAGE CORP., A RHODE ISLAND CORPORATION, 123 EAST WELLS ST., MILWAUKEE, WI 53203, Assignee, and its successors, and assigns, the following stated Mortgage executed by ROBERT HAMILTON AND BETTY HAMILTON, HUSBAND AND WIFE, as Grantor(s), 1913 ARVILE DR., COLUMBUS, OH 43219, to FEDERAL NATIONAL MORTGAGE ASSOCIATION, as Grantee, dated JANUARY 23, 1949, and recorded on JANUARY 25, 1969, as Instrument No. 857, in Mortgage Book 2911, Page 487, in the Recorder's Office of FRANKLIN County, State of Ohio, to secure payment of the sum of THIRTEEN THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$13,450.00), together with all the rights, remedies, incidents and appurtenances thereto belonging, or in anywise appertaining, and all the right, title, interest, estate, property, claim, and demand whatsoever of, in and to the same, and the premises therein described; together with the bond or obligation in said Indenture of Mortgage mentioned, and thereby intended to be secured, and the warrant of attorney to confess judgment thereto annexed, and all moneys due and to grow due therefrom.

TO HAVE AND TO HOLD the same unto the said FLEET MORTGAGE CORP., A RHODE ISLAND CORPORATION, and its successors and assigns, to their proper use and behalf, subject to the provision or condition of redemption in said Indenture of Mortgage contained, and direct the recorder of said County to note upon the margin of the record of said Mortgage, this Assignment thereof.

IN WITNESS WHEREOF, the said Corporation has caused its Common and Corporate Seal to be affixed to this instrument by the hand of VICTOR J. GILMOOLY, VICE PRESIDENT, and the same to be duly attested by its ASSISTANT SECRETARY this 31st day of July, A.D., 1987.

THE LOMAS & NETTLETON COMPANY
By: Vicki A. Gierke
VICKI J. GILMOOLY
VICE PRESIDENT
RECORDED FRANKLIN CO. OHIO

ATTESTED BY:

Barbara Anderson
BARBARA ANDERSON
ASSISTANT SECRETARY

FEB 12 1988

RECORDED'S FILE # 1100

STATE OF TEXAS }
COUNTY OF DALLAS }

ON THE 31st day of July anno Domini, 1987, before me, the Subscriber, a Notary Public, notarial in and for the State of Texas, County of Dallas, personally appeared BARBARA ANDERSON, ASS. SECRETARY of the said THE LOMAS & NETTLETON COMPANY, who being duly sworn did depose and say that the said attested to the foregoing ASSIGNMENT OF MORTGAGE is the Common or Corporate Seal of the said Corporation; that the same was so affixed, and that the said instrument was signed, and by VICTOR J. GILMOOLY, VICE PRESIDENT of the said Corporation, and was for the use and deed of said Corporation, in pursuance of a resolution duly adopted by the Board of Directors thereof, and that the names of the said VICTOR J. GILMOOLY, VICE PRESIDENT, and of Barbara Anderson as ASSISTANT SECRETARY thereto subscribed in attestation of the execution and delivery thereof, are in their proper and respective capacities.

My Commission Expires
SEPTEMBER 30, 1990

THOMAS J. FINE

IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO
CIVIL DIVISION

GMAC Mortgage Company
Plaintiff,

V.

Sidney T Lewis et al
Defendant(s),

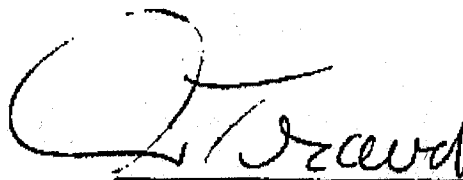
A5456H11

Case No. 03CVE06 6954

Judge Travis

APPROVAL OF APPLICATION FOR PAYMENT OF APPRAISER'S FEES

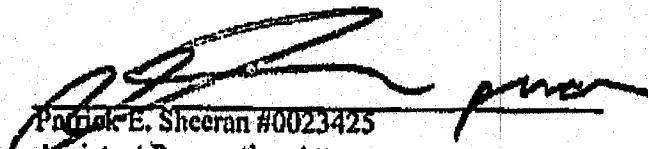
Upon application of James A. Karnes, Sheriff of Franklin County, Ohio, for allowance of appraiser's fees in the total amount of \$180.00, the Court being duly advised, agrees that the application should be allowed and the following named appraisers shall be paid the sum of \$60.00 each for their services: Arthur E Lee, Robert D Timmons, John L Clarke.



Judge, Franklin County Common Pleas Court

CLERK OF COURT
2013 JUL 12 PM 2:25
AS COURT
CLERK

Approved:



Patrick E. Sheeran #0023425
Assistant Prosecuting Attorney
373 South High Street, 15th Floor
Columbus, Ohio 43215, (614) 462-3520

ON COMPUTER
2

E1410 E1

P1UH123
ORDER OF SALE

GMAC Mortgage Company

PLAINTIFF

CASE NO. 03 CVE 06 6954

JUDGE Patrick E. Sheeran

ACTION CODE NO. 6030

COMPLAINT FILED 06/17/2003

-vs-

Sidney Lewis, et al.

DEFENDANT

THE STATE OF OHIO,) To the Sheriff of said County, Greetings:
Franklin County, ss)

WHEREAS, at a term of the Court of Common Pleas, held at Columbus, in and for said County on the 19th day of Sept 2003 A.D. in this cause it was ordered, adjudged and decreed as follows, to wit:

That an order of sale issued to the Sheriff of said County, directing him to appraise, advertise and sell as upon execution the following described premises to wit:

PLEASE SEE ATTACHED SHEET

RECEIVED OF
2011 JUL 27 AM 8:55
FRANKLIN COUNTY SHERIFF

PARCEL NO. 010-136627-00 ADDRESS 1913 Argyle Drive, Columbus, OH 43219

WE THEREFORE COMMAND YOU, That you proceed to carry out said order, judgment and decree into execution agreeable to the tenor thereof, and that you expose to sale the above described Real Estate, under the Statute regulating sales on Execution, and that you apply the proceeds of such sale in satisfaction of said judgment and decree, with costs and interest, as specified therein; and that you make report of your proceedings herein; to our Court of Common Pleas within sixty days from date hereof, and bring this order with you. And I certify under seal of this Court that the description of the property herein is correctly copied from the records on file in this office.

WITNESS my signature as Clerk of our said Court of Common Pleas, and the seal of said Court at Columbus, this 26th day of July 2011 A.D. John O'Grady, Clerk by [Signature] Deputy.
COC-CV-82 (Rev. 2-2001)

Ref# 03-0741/F1/jjc

011

4

FILED
COMMON PLEAS COURT
FRANKLIN CO. OHIO
2011 OCT 31 PM 12:42
CLERK OF COURTS

E1410 - E2

LEGAL DESCRIPTION

Situated in the County of Franklin, in the State of Ohio, and in the City of Columbus:

Being all of Lot No. Eleven (11) of ARGYLE PARK SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 36, Page 6, Recorder's Office, Franklin County, Ohio.

Ref# 03-0741/F1/jjc

012

E1410 - E3

SHERIFF'S RETURN OF ORDER OF SALE

GMAC Mortgage Company
Plaintiff

vs.

Case No. 03CVE06 6954

Sidney T Lewis et al
Defendant

Judge Sheeran

THE STATE OF OHIO, FRANKLIN COUNTY, ss}

In obedience to the command of the Order of Sale hereto I did, on 8/2/2011 summon:

1. Arthur E Lee, 2. J Gregory Hart, 3. Robert D Timmons three disinterested freeholders, residents of said County, who were by me duly sworn to impartially appraise the lands and tenements therein described, upon actual view, and afterwards, on the date, said Appraisers returned to me, under their hands and seals, that they did, upon actual view of the premises, estimate and partially appraise the real value in money of the same at \$48,000.00. The original of said appraisal I forthwith deposited in the Office of the Clerk of the Court of Common Pleas. And on 9/27/2011 I caused to be advertised in the Daily Reporter the said lands and tenements to be sold at public sale, in the Hall of Justice of said County, on 10/28/2011 and having advertised the said lands and tenements for more than thirty days previous to the day of sale, to wit: five consecutive weeks on the same day of the week each week; and in pursuance of said notice, I did at the time and place above mentioned, proceed to offer said lands and tenements at public sale, in the Hall of Justice, and then and there came above plaintiff who bid the sum of \$82,136.00 and said sum being more than two thirds of the appraised value thereof, and being the highest and best bidder therefore, I then and there publicly sold and struck off lands and tenements to him/her for the above mentioned bid.

10/28/2011

PARCEL NO. 010-136627
ADDRESS 1913 Argyle Drive Columbus Ohio
43219
Rebecca R Shrader
(614)222-4921

Sheriff's Invoice for Fees

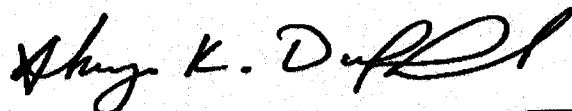
Service and Return	\$50.00
Swearing Appraisers	\$9.00
Writing Advertisement	\$1.00
Total Sheriff's Fee	\$60.00

Appraiser's Fees

Three each at	\$55.00
Total	\$165.00

ZACHARY SCOTT, SHERIFF

BY



DEPUTY

013

E1410 - E4

**REAL ESTATE JUDICIAL SALE
PURCHASER INFORMATION FORM**

As Prescribed by Buckeye State Sheriffs' Association
R.C. §2329.26 - R.C. §2329.27 - R.C. §2329.271

Must be complete and legible or it will be returned.

Failure to provide the following information at the time of the sale may nullify the sale and cause the purchaser to be in contempt.

In the Court of <u>Common Pleas, Franklin County, Ohio</u>	
Case # <u>03 CVE 06 6954</u>	Sale Date <u>October 28, 2011</u>
Parcel # <u>010-136627-00</u>	Property Address <u>1913 Argyle Drive</u>
City/Township <u>Columbus</u>	County <u>Franklin</u>
(A) Is the property now RESIDENTIAL RENTAL PROPERTY ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Will the PURCHASER occupy the lands and tenements? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(B) PURCHASER: (Required of ALL PURCHASERS) <small>(Must be readily accessible through CONTACT PERSON if any business entity listed in Section (D))</small>	(C) CONTACT PERSON: (Required if currently RESIDENTIAL RENTAL PROPERTY and PURCHASER is any business entity listed in Section (D))
Name: <u>GMAC Mortgage Company, c/o GMAC Mortgage, LLC</u> Address: <u>1100 Virginia Drive, Foreclosure Department</u> City: <u>Fort Washington</u> State: <u>Pennsylvania</u> Zip: <u>19034</u> Phone 1: <u>319-236-4784</u> Phone 2: <u>() -</u>	Name: <u>Shelley Peterson/Property Preservation Conveyance</u> Address: <u>1100 Virginia Drive, Foreclosure Department</u> City: <u>Fort Washington</u> State: <u>Pennsylvania</u> Zip: <u>19034</u> Phone 1: <u>319-236-4784</u> Phone 2: <u>() -</u> Email: <u>Shelley.Peterson@GMACM.COM</u>
(D) The PURCHASER is a: ("X" one) (Required of ALL PURCHASERS) <input type="checkbox"/> TRUST <input type="checkbox"/> BUSINESS TRUST <input type="checkbox"/> ESTATE <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LIMITED PARTNERSHIP <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> ASSOCIATION <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER BUSINESS ENTITY <input type="checkbox"/> NONE OF THE ABOVE (Non-Business)	(E) The CONTACT PERSON is a: ("X" one) (Required if property is currently RESIDENTIAL RENTAL PROPERTY and PURCHASER is any business listed in Section (D)) <input type="checkbox"/> TRUSTEE (for Trust of Business Trust) <input type="checkbox"/> EXECUTOR OR ADMINISTRATOR (for Estate) <input type="checkbox"/> GENERAL PARTNER (for Partnership or Limited Partnership) <input type="checkbox"/> MEMBER, MANAGER or OFFICER (for Limited Liability Company) <input type="checkbox"/> ASSOCIATE (for Association) <input checked="" type="checkbox"/> MEMBER, MANAGER or OFFICER (for any other Business Entity)
(F) PURCHASER'S principal place of business is located in: ("X" one) <input type="checkbox"/> this County; <input type="checkbox"/> State of Ohio; <input checked="" type="checkbox"/> State of <u>Pennsylvania</u>	
(G) LOCAL CONTACT: (Required if NOT RESIDENTIAL RENTAL PROPERTY and PURCHASER is any business listed in Section (D)) Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone 1: () - _____ Email: _____ (This person must be a natural person who is employed by the purchasing entity and whom the purchasing entity has designated to receive notices or inquiries about the property and whose office is in: 1... this county, if principal place of business is in this county; 2... in Ohio, if principal place of business is in Ohio; 3... the principal place of business, if principal place of business is outside of Ohio.)	(H) PROPERTY TO BE DEEDED TO: (Required of ALL PURCHASERS) Name(s): <u>Federal National Mortgage Association</u> Address: <u>P.O. Box 650043</u> City: <u>Dallas</u> State: <u>Texas</u> Zip: <u>75265-0043</u> Phone 1: () - _____ Phone 2: () - _____ (**NOTE** Once this form is submitted to the court, changes to the deed may only be made with a court order). ** NOTICE ** This information must be obtained at the time of sale, shall be part of the sheriff's record of proceedings and shall be part of the record of the court of common pleas. The information is a public record and open to public inspection.

Ref# 03-0741/TM

014

LOT 17

1875 ALVASON AVENUE
COLS., OH 43219

015

Cust Note: 3 Closed Date/Time: 7/29/2012 11:45:55 AM Closed By: J. Phillips

10. If the MUU principal pay the principal of and interest on the debt instrument evidenced by the said note, at the times and in the manner therein provided, failure to do so will be deemed to be an event of default and will constitute payment of the principal of the said note, and the principal of the said note, on the first day of any month prior to maturity, provided, however, that until the sum of an interest on the said note principal is given or paid, that the MUU principal shall not be deemed to be in default.

2. In order more fully to protect the security of this deed, he will pay to the Queen, together with, and in addition to, such payments of principal and interest, the following sums:

(a) an amount sufficient to provide the holder thereof with funds to pay the said mortgage insurance premium if this instrument and the monies secured hereby are interest, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(i) If and so long as said debt or debts are insured or are insurable under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) percent (1%) of the due date of the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development as required in the National Housing Act, in full, and, as aforesaid, to the Secretary of Housing and Urban Development.

(ii) If and so long as said rate of even date and this term note is sold by the Secretary of Housing and Urban Development, a weekly charge (in lieu of a mortgage insurance premium) which shall be an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note, computed without taking into account delinquencies or prepayments;

[illegible]

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the sum so ascertained shall be paid by the Grantor each month in a single payment to be applied by the Grantee in the following order in the order set forth:

(7) premium charged under the contract of insurance with Secretary of Housing and Urban Development, or monthly charge (in lieu of insurance liability premium), as the case may be;

(13) general rents, taxes, special assessments, fire and other hazard insurance premiums

(14) Interval on the data generated by (1) and

(IV) amortization of the principal of said note.

Any delinquency in the amount of each periodic monthly payment shall, unless made good by the Contractor prior to the due date of the next such payment, constitute an event of default under this bond. The Surety may collect a "late charge" not to exceed two cents (2) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

[illegible]

4. He will pay all ground rents, dues, assessments, water rates, and other assessments or statutory charges, taxes, or impositions, levied upon said premises, or upon the interest of the Grantee in and to said premises, for which provision has not been made herebefore, and in default thereof, the Grantee may pay the same; and he will promptly deliver the official records pertaining to the Grantee.

4. The Contractor, in compliance with the contract, shall have the right to pay for material, parts, labor, equipment, and other payments in accordance with the terms of the contract, and shall have the right to pay for material, parts, labor, equipment, and other payments in accordance with the terms of the contract, and shall have the right to pay for material, parts, labor, equipment, and other payments in accordance with the terms of the contract.

[illegible]

7. He will keep the mortgaged premises in as good order and condition as they are now, and will not commit or permit waste, reasonable wear and tear excepted.

8. That if the members, or any part thereof, be condemned under any power of excommunication domain, or required for a public use, the damages, proceeds, and the consideration for such excommunication, to the extent of the full amount of the damages upon the mortgage, and the costs necessarily resulting thereon, are hereby assigned by the Grantor to the Grantee and shall be paid forthwith to the Grantee to be applied by it in payment of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this deed and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days after date hereof (written statement of any officer of the Department of Housing and Urban Development as to eligibility of this deed and the note secured hereby for insurance under the National Housing Act shall be submitted to the Department of Housing and Urban Development within the time specified in the preceding sentence), the Grantor shall be obligated to pay to the Grantee the sum of \$100,000.00 (one hundred thousand dollars) within the time specified in the preceding sentence.

multifarious agents of the Secretary of Housing and Urban Development dead and equal to the time from the date of this deed, decedent in Texas said note and bill, being deemed conclusive proof of such indebtedness to the Grantee or the holder of the note any of its terms. Decedent also secured hereby immediately due and payable.

017

1 VOL 3553 PAGE 23

10. Upon a default in any of the terms of the note secured hereby, or upon a breach of any condition or covenant of this deed, the terms of the said estate hereby conveyed shall immediately accrue to the benefit of the Grantee, and such rents shall be immediately payable to the Grantee.

11. Upon any default in the note secured hereby, or upon a breach of any condition or covenant of this deed, the Grantee shall be entitled, at the option of the Grantee, to any such rents, the Grantee shall be entitled, without notice and without regard to the priority of the mortgage of the said, to the extent of the amount of a default in the note and profits of the mortgaged premises and to any other sum or sums payable, whether the Grantee shall be made a party thereto by reason of this mortgage, its draft and extension, and the reasonable fees and charges of the attorney or attorneys of the Grantee, to make parties, for service in such suit or suits, all for a further time and change upon the said parties under this mortgage, and all such expenses and charges of such subsequent litigation shall be secured hereby and shall be allowed in any decree foreclosing this mortgage.

12. The Grantee is authorized and empowered to do all things provided to be done by a mortgagee under Section 1311-14 of the Revised Code, and under the Act of the Legislature passed May 23, 1915, 106 Ohio Laws, Page 522-534, and any amendments or supplements thereto.

Now, therefore, if the Grantee shall well and truly perform all the conditions of this deed, and of the note secured hereby, then this deed shall be void of force, it shall remain in full force and virtue.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Grantor (s) have hereunto set their hand and seal, this 30th day of September

Donald E. Moore
Donald E. Moore
Signed, acknowledged and witnessed in the presence of
James D. Moore
James D. Moore, his Attorney-in-fact

STATE OF OHIO)
COUNTY OF Franklin)

I, the undersigned, a Notary Public in and for said State and County, personally appeared the person named Donald E. Moore and James D. Moore, to the above mortgage deed, and severally acknowledged the same, and that each signing was truly and lawfully made for the use and purpose therein mentioned.

At witness whereof, I hereunto signed my name, and affixed my official seal, this 30th day of September, A.D. 1975.



Donald E. Moore
DONALD E. MOORE
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES JUNE 27, 1980

The conditions of this mortgage have been complied with, and the same is fully paid, satisfied, and discharged.

The form of this instrument was prepared by the Office of the General Counsel, Department of Housing and Urban Development, and the materials in the blank space in the form was inserted by or under the direction of Central Savings and Loan Company.

018

OHIO

COUNTY OF FRANKLIN
LOAN NO 1: 002456384
LOAN NO 2: 4002456385
INVESTOR: X00008225
POOL NO: 0008225

WHEN RECORDED MAIL TO:

Principal Portfolio Services, Inc.
3150 Bristol Street, Suite 250
Costa Mesa, CA 92626
Prepared By: Evella Barba



Assignment of Real Estate Mortgage

FOR VALUE RECEIVED, the undersigned as Mortgagee ("ASSIGNOR"), hereby grants, conveys, assigns and transfers to
CHEMICAL MORTGAGE CORPORATION, AN OHIO CORPORATION *COMPANY
200 OLD WILSON BRIDGE ROAD, WORTHINGTON, OH 43085-8500

("Assignee") all beneficial interest under that certain mortgage dated September 30, 1975 executed by
RONALD L. MOORE, BY YVONNE D. MOORE, HIS ATTORNEY-IN-FACT, AND YVONNE D. MOORE, HUSBAND AND WIFE, BOTH BEING
OVER 18 YEARS OF AGE.

Mortgagor, to

CENTRAL SAVINGS AND LOAN COMPANY

Mortgagee, and

recorded as Instrument No. on 10/8/75 in Book 3553
Page 21, Micro Film No. of Official Records in the office of the County Clerk of
FRANKLIN County, Ohio as described in said mortgage.


PIN: 10-136833

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest,
and all rights accrued or to accrue under said Mortgage.

Dated: 6/1/97

SOURCE ONE MORTGAGE SERVICES CORPORATION, A DELAWARE
CORPORATION, FKA FIREMAN'S FUND MORTGAGE CORPORATION, FKA
MANUFACTURERS HANOVER MORTGAGE CORPORATION, FKA CITIZENS
MORTGAGE CORPORATION

27555 FARMINGTON ROAD, FARMINGTON HILLS, MI 48334-3357

By 
FLORENCE FIAU
ASSISTANT VICE PRESIDENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

On 7/11/97, before me,

CLAUDIA GARCIA

personally appeared

FLORENCE FIAU

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/ her/their signature(s) on the instrument the person(s) or the entity upon behalf
of which the person(s) acted, executed the instrument.

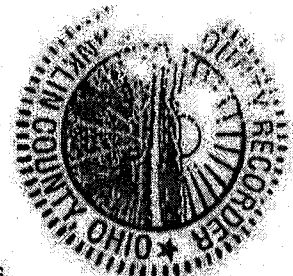
WITNESS my hand and official seal

NOTARY PUBLIC

CLAUDIA GARCIA

My commission expires 7/6/2001

This instrument was prepared by: Evella Barba, Principal PSI
3150 Bristol Street, Suite 250, Costa Mesa, CA 92626



This is to certify that the foregoing is a true and correct copy of
a 211 on record in Recorder's Office, Franklin County,
Ohio, Instrument # 198710050129534, in testimony
whereof I have hereto subscribed my name and affixed my
official seal this 10TH day of July 20 13

By 
Terry J. Brown, Recorder
Deputy



IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

B2719F14

GMAC Mortgage Corporation

Case No. 05CVE-04-4555

Plaintiff

Judge J. Lynch

vs.

Yvonne D. Lewis aka Yvonne D.
Webb-Lewis

Defendants.

2005 JUN 20 PM 5:28
CLERK OF COURT

JUDGMENT ENTRY AND ORDER AND DECREE OF FORECLOSURE

This matter is before the Court on Plaintiff's Motion for Default Judgment.

The property that is the subject of this foreclosure action is commonly known as: 1875 Alvason Avenue, Columbus, OH 43219, parcel no. 010-136633-00 (the "Property"). The legal description of the Property is as follows:

Situated in the County of Franklin, in the State of Ohio, and in the City of Columbus:

Being Lot Number Seventeen (17) of ARGYLE PARK SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 36, Page 6, Recorder's Office, Franklin County, Ohio.

Parcel No. 010-136633-00

Address: 1875 Alvason Avenue, Columbus, OH 43219

The following defendants have been served with a summons and complaint but are in default for failure to file an Answer or other responsive pleading:

- Yvonne D. Lewis aka Yvonne D. Webb-Lewis served by private process server on May 2, 2005
- Sidney T. Lewis served by private process server on May 2, 2005

The Court finds that the defendants identified above have been served with a summons and complaint but are in default for failure to file an Answer or other responsive pleading. The Court therefore grants Plaintiff's motion for default judgment with respect to such defendants.

B2719F15

The Court finds that Yvonne D. Lewis aka Yvonne D. Webb-Lewis executed the promissory note referenced in the Complaint (the "Note") and therefore promised, among other things, to make monthly payments on or before the date such payments were due. The Court further finds that Plaintiff is the owner and holder of the Note and that the sums due under the Note were accelerated in accordance with the terms of the Note and Mortgage. The Court further finds that Yvonne D. Lewis aka Yvonne D. Webb-Lewis and Sidney T. Lewis executed and delivered the mortgage referenced in the Complaint (the "Mortgage"), that Plaintiff is the owner and holder of the Mortgage, and that the Mortgage secures the amounts due under the Note.

The Court finds that the Note and Mortgage are in default because monthly payments have not been made. The Court further finds that the conditions of the Mortgage have broken, the break is absolute, and Plaintiff is entitled to have the equity of redemption and power of the current title holders foreclosed.

The Court further finds that there is due on the Note principal in the amount of \$53,138.32 plus interest on the principal amount at the rate of 7.00% per annum from February 1, 2005. The Court further finds that there is due on the Note all late charges imposed under the Note, all advances made for the payment of real estate taxes and assessments and insurance premiums, and all costs and expenses incurred for the enforcement of the Note and Mortgage, except to the extent the payment of one or more specific such items is prohibited by Ohio law. The Court hereby enters judgment for all amounts due on the Note in favor of Plaintiff and against Yvonne D. Lewis aka Yvonne D. Webb-Lewis

The Court finds that the Mortgage was recorded with the County Recorder and is a valid

and subsisting first mortgage on the Property. Plaintiff's mortgage is, however, junior in priority to the lien held by the County Treasurer to secure the payment of real estate taxes and assessments. As a result, all amounts due to the County Treasurer for the payment of taxes and assessments shall be paid from the proceeds of the sale before any distribution is made to other lien holders. B2719F16

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that all defendants in this action--regardless of whether an Answer has been filed--are forever barred from asserting any right, title or interest in and to the Property. It is further ordered, adjudged and decreed that unless the amount of the judgment set forth above is fully paid within three (3) days from the entry of this decree the equity of redemption and dower of the current title holders in and to the Property shall be foreclosed, the Property shall be sold, and an Order of Sale shall be issued to the Sheriff of this County directing the Sheriff to appraise the Property, advertise the sale of the Property in a paper of general circulation within the County, and sell the Property as upon execution and according to law free and clear of the interests of all parties to this action.

Following the sale of the Property, the proceeds shall be distributed in the following order of priority:

- First, the Clerk of Courts shall be paid for all costs of this action.
- Second, the Franklin County Treasurer shall be paid for all unpaid taxes, assessments, interest, and penalties on the Property.
- Third, Plaintiff shall be paid principal in the amount of \$53,138.32, interest on the principal amount at the rate of 7.00% per annum from February 1, 2005, all late charges due under the Note and Mortgage, all advances made for the payment of real estate taxes and assessments and insurance premiums, and all costs and expenses incurred for the enforcement of the Note and Mortgage, except to the

extent the payment of one or more specific such items is prohibited by Ohio law.


Fourth, the balance of the proceeds, if any, shall be held pending further order of the Court.

B2719F17

Notice of the time and place of the sale of the Property shall be given to all persons who have an interest in the Property according to the provisions of Section 2329.26 of the Ohio Revised Code.

Julie M. Lynch
Judge J. Lynch
Common Pleas Judge
June 10, 2005

Approved:


Rachel A. Leier (0071471)
Manley Dens Kochalski LLC
495 S. High Street - Suite 300
Columbus OH 43215-5869
614-222-4921; Fax 614-220-5613
ral@mdk-llc.com

E1307 - Q74

TERMINATION NO. <u>12</u>
BY: <u>WJG</u> 9/12/11

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

FILED AT FRANKLIN COUNTY

GMAC Mortgage Corporation

Plaintiff,

vs.

Yvonne D. Lewis aka Yvonne D. Webb-Lewis,
et al.

Defendants.

Case No. 05CVE-04-4555

Judge Julie M. Lynch

**JUDGMENT ENTRY AND DECREE
IN FORECLOSURE**

This matter is before the Court on Plaintiff's Motion for Default Judgment. The real property that is the subject of this foreclosure action (the "Property") is as follows:

Situated in the County of Franklin, in the State of Ohio, and in the City of Columbus:

Being Lot Number Seventeen (17) of ARGYLE PARK SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 36, Page 6, Recorder's Office, Franklin County, Ohio.

Parcel No. 010-136633-00

Address: 1875 Alvason Avenue, Columbus, OH 43219

The Court further finds that Yvonne D. Lewis aka Yvonne D. Webb-Lewis executed the promissory note referenced in the Complaint (the "Note") and therefore promised, among other things, to make monthly payments on or before the date such payments were due. The Court further finds that the sums due under the Note were accelerated in accordance with the terms of the Note and Mortgage. The Court further finds that Yvonne D. Lewis aka Yvonne D. Webb-Lewis and Sidney T. Lewis executed and delivered the mortgage referenced in the Complaint (the "Mortgage"), that the Mortgage secures the amounts due under the Note.

FILED
COMMON PLEAS COURT
FRANKLIN COUNTY, OHIO
SEP 12 PM 3:55
CLERK OF COURTS - JV

E13Q7 - Q75

The Court finds that the Note and Mortgage are in default because payments required to be made under the Note and Mortgage have not been made. The Court further finds that the conditions of the Mortgage have broken, the break is absolute, and Plaintiff is entitled to have the equity of redemption and dower of the current title holders foreclosed.

The Court further finds that there is due to Plaintiff on the Note principal in the amount of \$53,138.32 plus interest on the principal amount at the rate of 7% per annum from January 1, 2005. The Court further finds that there is due on the Note all late charges imposed under the Note, all advances made for the payment of real estate taxes and assessments and insurance premiums, and all costs and expenses incurred for the enforcement of the Note and Mortgage, except to the extent the payment of one or more specific such items is prohibited by Ohio law.

The Court notes that, all personal obligations of Yvonne D. Lewis aka Yvonne D. Webb-Lewis on the Note have been discharged under the United States Bankruptcy Code. As a result, the Court does not grant personal judgment against Yvonne D. Lewis aka Yvonne D. Webb-Lewis for the amount due on the Note.

The Court finds that the Mortgage was recorded with the County Recorder and is a valid and subsisting first mortgage on the Property. The Court further finds that the parties to the Mortgage intended that it attach to the entire fee simple interest in the Property. The Mortgage is, however, junior in priority under Ohio law to the lien held by the County Treasurer to secure the payment of real estate taxes and assessments. All amounts payable under Section 323.47 of the Ohio Revised Code shall be paid from the proceeds of the sale before any distribution is made to other lien holders.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that unless the sums found to be due to Plaintiff are fully paid within three (3) days from the date of the entry of this

E13Q7 - Q76

decree, the equity of redemption of the defendant title holders in the Property shall be foreclosed and the Property shall be sold free of the interests of all parties to this action. In addition, an order of sale shall issue to the Sheriff of Franklin County, directing him to appraise, advertise and sell the Property according to the law and the orders of this Court and to report his proceedings to this Court.

Notice of the time and place of the sale of the Property shall be given to all persons who have an interest in the Property according to the provisions of Section 2329.26 of the Ohio Revised Code.

IT IS FURTHER ORDERED that the Sheriff shall send counsel for the party requesting the Order of Sale a copy of the publication notice promptly upon its first publication. There is no just reason for delay in entering Judgment as aforesaid.

IT IS SO ORDERED.



Judge Julie M. Lynch
Common Pleas Judge

9/12/11

026

E1307 - Q77

Direction to Clerk:

Pursuant to Civ.R.58(B), you are to serve notice of this judgment and its date of entry upon the journal to all parties not in default for failure to appear within three days of the judgment's entry up the journal, and note the service in the appearance docket.

Approved:



Matthew J. Richardson (0077157)
Manley Deas Kochalski LLC
P. O. Box 165028
Columbus, OH 43216-5028
Telephone: 614-222-4921
Fax: 614-220-5613
Email: mjr2@mdk-llc.com
Attorney for Plaintiff
MDK File Number 05-2846

027

